

paying costs of collection and any other expenses incurred, the proceeds shall be applied to the payment of the indebtedness secured hereby in such order as Mortgagee shall elect, and Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee.

10. It is agreed that nothing herein contained nor any transaction related thereto shall be construed or so operate as to require the Mortgagor to pay interest at a rate greater than it is now lawful in such case to contract for, or to make any payment or to do any act contrary to laws, that if any clauses or provisions herein contained operate or would prospectively operate to invalidate this mortgage or said Note in whole or in part, then, such clauses and provisions only shall be held for naught, as though not herein contained, and the remainder of this mortgage shall remain operative and in full force and effect.

11. The Mortgagee shall be entitled to receive and recover the entire award made in any eminent domain proceedings to the extent that the same does not exceed the amount necessary to pay in full all sums secured by the lien of this mortgage.

12. The terms of a commitment from Mortgagee to Deffet Companies, Inc., dated October 15, 1973, as subsequently amended, are incorporated by reference herein. It is the express intention of the parties hereto that the terms and obligations of said commitment and any other documents, instruments, or agreements referred to or incorporated by reference within any of the documents, instruments, or agreements mentioned herein shall be considered a part hereof as fully as if set forth herein or expressly incorporated by reference herein.